

APPENDIX LIDB AND CNAM SERVICE

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DEFINITIONS	3
3. DESCRIPTION OF SERVICE	4
4. PRICE AND PAYMENT	5
5. OWNERSHIP OF INFORMATION	7
6. TERM AND TERMINATION	8
7. LIMITATION OF LIABILITY	8
8. COMMUNICATION AND NOTICES	10
9. CONFIDENTIALITY	10
10. MUTUALITY	11
11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	11

APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 AM-WI does not own a LIDB. AM-WI obtains these services from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to TWTC's Query access of AM-WI's data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between TWTC and SNET DG. Any use of the possessive in this Agreement as applied to AM-WI will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, AM-WI means the applicable above listed ILECs doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.
- 2.2 **"Account Owner"** means a telecommunications company, including AM-WI that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **"Query"** means a message that represents a request to a Database for information.

- 2.5 “**Query Rate**” means a per-query usage rate that applies to each Query received at an AM-WI Database.
- 2.6 “**Query Transport Rate**” means a per-query usage rate that applies to certain Queries transported from an AM-WI STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 “**Response**” means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides TWTC with certain line information that TWTC may use to facilitate completion of calls or services. AM-WI provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to AM-WI)
- 3.2 AM-WI will provide access to its CNAM Database after May 17, 2000. CNAM Query allows TWTC to retrieve the name associated with a calling number for use in TWTC’s Calling Name Delivery Service (CNDS).
- 3.3 All TWTC CNAM Queries to AM-WI’s CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. TWTC acknowledges that such subsystem number and translation type values are necessary for AM-WI to properly process Queries to its CNAM Database.
- 3.4 TWTC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of AM-WI’s CCS/SS7 network. TWTC further agrees that AM-WI, at its sole discretion, shall employ certain automatic and/or manual overload controls within AM-WI’s CCS/SS7 network to guard against these detrimental effects. AM-WI will report to TWTC any instances where overload controls are invoked due to TWTC’s CCS/SS7 network and TWTC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to AM-WI initiating service under this Appendix, TWTC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, AM-WI, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to TWTC, AM-WI shall notify TWTC of AM-WI’s intent not to provide the services

under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to AM-WI.

- 3.6 TWTC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. TWTC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 TWTC understands that access to AM-WI's LIDB and/or CNAM Database may not provide TWTC with access to all of the data of all Account Owners in AM-WI's LIDB and/or CNAM Database. When a region in AM-WI implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict TWTC from accessing their data. TWTC understands that AM-WI will comply with Account Owners' requests to so limit or restrict their data. Should TWTC desire access to any restricted Account Owner's LIDB Information, TWTC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between TWTC and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in AM-WI's LIDB and/or CNAM Database; accordingly AM-WI is not responsible for the accuracy or completeness of those Line Records. TWTC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 AM-WI provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for TWTC's activities on behalf of TWTC's local service customers where AM-WI is the incumbent local exchange carrier. TWTC agrees that any use of AM-WI's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by TWTC outside of the area where AM-WI is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 TWTC will pay AM-WI a per-Query rate for each Query initiated into AM-WI's LIDB and/or CNAM Database. TWTC will also pay AM-WI a per-Query Transport Rate for each Validation and OLNS Query initiated into AM-WI's LIDB and for each CNAM Query initiated into AM-WI's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 TWTC will pay a Service Establishment Nonrecurring Charge for each point code TWTC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

- 4.3 TWTC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in AM-WI. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 TWTC will make payment to AM-WI for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 AM-WI will record usage information for TWTC's LIDB Service Queries and/or CNAM Queries terminating to AM-WI's LIDB. AM-WI will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 TWTC will notify AM-WI when TWTC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 AM-WI will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when TWTC uses a single OPC to originate Queries to AM-WI's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support TWTC's CLEC operations within AM-WI's incumbent serving areas and when such Queries support other uses of TWTC's service platforms.
- 4.10 If TWTC operates in more than one (1) State in AM-WI's incumbent region(s), AM-WI will apply company-level rates to the LIDB Services and/or CNAM Query provided to TWTC under this Agreement. AM-WI will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
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5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in AM-WI's LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. TWTC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, TWTC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. TWTC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. TWTC may not store for future use any non-TWTC data that TWTC access from AM-WI's LIDB. AM-WI agrees that TWTC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate TWTC's facilities usage needs, and for engineering, capacity, and network planning. TWTC agrees that AM-WI may use statistics for the same purposes. TWTC may aggregate individual LIDB statistics regarding the number of TWTC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. TWTC will only publish such statistics in aggregate form and will ensure that the all non-TWTC names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in AM-WI's LIDB and/or CNAM Database is protected from unauthorized access and TWTC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

- 5.4 TWTC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from AM-WI's LIDB and/or CNAM Database.
- 5.5 If TWTC acts on behalf of other carriers, TWTC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from AM-WI's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel AM-WI or TWTC to terminate the Appendix, AM-WI and TWTC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall AM-WI have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 AM-WI is furnishing access to its LIDB and/or CNAM Database to facilitate

TWTC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While AM-WI agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. TWTC acknowledges that AM-WI can furnish Line Record information only as accurate and current as the information has been provided to AM-WI for inclusion in its LIDB and/or CNAM Database. Therefore, AM-WI, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to TWTC or to TWTC's Query originating carrier customers except for such inaccuracies caused by AM-WI's willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO TWTC BY AM-WI HEREUNDER SHALL BE PROVIDED "AS IS". AM-WI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, AM-WI IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH TWTC'S OR TWTC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 TWTC acknowledges that AM-WI's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. TWTC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, AM-WI, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in AM-WI's Calling Name Database and provided to TWTC or TWTC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from AM-WI's willful misconduct or gross negligence.

- 7.7 TWTC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 TWTC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. TWTC agrees not to attempt to obtain the caller's name information by originating a Query to AM-WI's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. TWTC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, AM-WI, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by TWTC or TWTC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and TWTC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold AM-WI harmless from and defend and indemnify AM-WI for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from TWTC's or TWTC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by AM-WI's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from AM-WI shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 TWTC agrees to make its Line Record Information available to AM-WI. Should TWTC store its Line Record information in a database other than AM-WI's, TWTC will make such Information available to AM-WI through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between AM-WI and the database provider. AM-WI agrees to negotiate in good faith to reach such an agreement. If AM-WI is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, TWTC acknowledges that such TWTC Line Record information will be unavailable to any customer, including any TWTC's customer, that is served by AM-WI's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.